

**UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF INDIANA  
FORT WAYNE DIVISION**

**IN RE:**  
Hazel Lawson  
Debtor

CASE NO 12-12626

CHAPTER 13

**CHAPTER 13 PLAN**

**A. PLAN PAYMENTS**

1. Debtor will make payments in the amount of \$625 per month.
2. Debtor estimates the Plan length of 60 months. **The Plan payment will commence not later than 30 days from the date of filing of the voluntary petition or date of conversion.**
3. **Debtor will pay all statutory adequate protection payments thru the Trustee office.** As such, provided the Debtor begins the required payments to the Trustee, adequate protection will begin at confirmation unless otherwise ordered by the Court.
4. Debtor will turnover copies of federal and state income tax returns each year of the Plan to the Trustee.
5. Debtor shall turn over that portion of their combined annual tax refund in excess of \$500 or the prorated amount in schedule I, if any, plus \$500, whichever is greater.
6. To meet the best interests of creditors test, the means test and/or the disposable income test, the General Unsecured Creditors will receive a pro rata distribution.

**B. DISBURSEMENTS BY TRUSTEE**

**1. CLASS ONE - ADMINISTRATIVE EXPENSES:**

- a. *Trustee fees* as determined by statute.
- b. *Attorney fees and costs:* Attorneys fees will be paid a pro rata distribution along with other administrative costs and fees.  
An agreed fee of \$4,000 less amounts paid as disclosed in the Rule 2016(b) Statement, leaving a balance due of **\$4,000**.

**2. CLASS TWO - CONTINUING CLAIMS:** Those secured claims on which the last payment is due beyond the length of the Plan. Trustee shall commence payments from the date of the filing of the petition unless the proof of claim provides for a later date. This class will be paid their monthly payment by the Trustee.

CREDITOR	ADDRESS OF COLLATERAL	MONTHLY PAYMENT
American Home Mortgage	3718 S. Harrison St.	\$300

**To the extent that the Class Two Creditor incurs post petition fees or costs pursuant to the mortgage contract, it is the Creditor's duty to apply for pursuant to the General Provisions of this plan and have approved such post petition costs and fees by the Bankruptcy Court BEFORE applying any post petition payments.**

**3. CLASS THREE - PRE PETITION ARREARAGE ON CONTINUING CLAIMS:**

To the extent the claim and Plan conflict, the Trustee shall pay the allowed proof of claim. This class will be paid pro-rata after all other secured claims are post petition current.

CREDITOR/COLLATERAL	ADDRESS OF COLLATERAL	ESTIMATED ARREARS
American Home Mortgage	3718 S. Harrison Street	\$1,000

**4. CLASS FOUR -- SECURED CLAIMS:**

- A. Class Four (A)** creditors shall be paid the replacement value of their collateral, retain their liens until discharge and shall be paid a monthly payment pro-rata during the life of the plan. To the extent that the proof of claim filed and confirmed Plan conflict, the Trustee **shall pay the value pursuant to the Plan provisions** with the remaining amount under the claim treated as a General Unsecured Claim. **This class will be paid pro rata after the attorney fees are paid in full.**

CREDITOR	COLLATERAL	VALUE/CLAIM	INT. RATE
AMERICREDIT	2007 KIA SPECTRA	\$5,600	5%

**FAILURE TO OBJECT TO THIS TREATMENT WILL BE DEEMED ACCEPTANCE OF THIS PLAN PROVISION AS TO VALUE, INTEREST RATE AND MONTHLY PAYMENT.**

- B. CLASS FOUR (B)** creditors have allowed secured claims for pre petition real estate taxes. The Treasurer shall retain the lien on the Debtor's real estate securing such tax claim, and to the extent that the taxes are not paid timely during the bankruptcy, upon notice to the Trustee, the estate will pay the remaining portion of the secured claim thru the Trustee. Debtors will then have the duty to increase their payments to provide for the additional claim. Claims in this class shall be paid concurrently with Priority Unsecured Claims (if any).

COUNTY	ADDRESS OF REAL ESTATE
ALLEN	3718 S. HARRISON STREET

**5. CLASS FIVE- PRIORITY UNSECURED CLAIMS §11 U.S.C. §1322 (A)(2):** All allowed priority claims entitled to priority under §11 U.S.C. 507 shall be paid in full during the Plan. This class will be paid pro-rata after Secured Claims are paid in full.

**6. CLASS SIX - GENERAL UNSECURED CLAIMS:** General Unsecured Claims shall be paid a pro-rata distribution.

**C. GENERAL PROVISIONS**

**1. Vesting, Possession of Estate Property and Lien Retention:** All property will remain property of the estate until discharge. The debtor will remain in possession of all property of the estate during the pendency of this case unless specifically provided herein [11 U.S.C. §1306(b)]. All secured creditors shall retain the liens securing their claims unless otherwise stated.

**2. Debtor's Causes of Action:** Debtor will file a Motion to Hire Counsel and Motion to Compromise for all causes of actions held by the Debtor.

**3. Surrender or Abandonment of Collateral:** Upon confirmation, the automatic stay is lifted as to any collateral treated as surrendered or abandoned and the subject property shall be deemed abandoned from the estate.

**4. Prohibition against Incurring Post-Petition Debt:** While this case is pending, the debtor will not incur debt without first obtaining approval from the Court or the Trustee.

**5. Proof of Claims Required for Distributions:** To receive distributions from the trustee under this Plan **all creditors, including holders of secured claims**, must file a proof of claim with the Bankruptcy Court.

**6. Debtor Duty to Maintain Insurance:** Debtor will maintain all insurance required by law and contract upon property of the estate and the debtor's property.

**7. Curing of Mortgage Defaults:** The rights of holders of claims secured solely by a mortgage on real property which is used as the principal residence of the debtor shall be modified only to the extent that (a) paying the amounts specified in the allowed claim, while making all post petition principal, interest and escrow payments, as required by the loan documents, shall result in full reinstatement of the mortgage according to its original terms and may extinguish any right of the mortgage holder to recover any amount alleged to have arisen prior to or during the pendency of the case, other than costs of collection, and (b) all costs of collection, including attorneys' fees, that arise during the pendency of this case shall be claimed pursuant to the requirement of this Plan, and if not so claimed, may be waived upon completion of this Plan.

**8. Duty of Mortgage Servicer to file Notice of Payment Change due to escrow analysis:** The Mortgage Servicer shall perform an annual escrow analysis and shall file yearly a Notice of Payment Change with a copy of the escrow analysis showing the taxes and insurance paid for the prior year consistent with 12 U.S.C. §2609(c)(2)(A) and (B). Absent objection, the Trustee will modify the monthly payment in accordance with the Notice provided.

**9. Duty of Mortgage Servicer to file Notice of Payment Change due to interest and ARM changes:** The Mortgage Servicer shall timely file a Notice of Payment Change that contains the calculation of the new payment, the new interest rate and the date of the payment change. Absent objection, the Trustee will modify the monthly payment in accordance with the Notice provided.

**10. Duty of Mortgage Servicer to file Notice of Protective Advances:** The Mortgage Servicer shall timely file a Notice with the Court if the servicer advances funds under the terms of the mortgage as a protective advance e.g. forced placed insurance or advance of taxes due to non payment. Absent objection, those amounts advanced are deemed allowed as an administrative expense and paid through the estate as an allowed claim pro rata with Priority Claims.

**11. Duty of Mortgage Servicer to file Notice of Post Petition Fees and Costs Assessed pursuant to the Mortgage.** The Mortgage Servicer shall file yearly a Notice of all Post-Petition fees, costs of collection, and all other contract charges assessed under the mortgage document, including attorney's fees. Absent objection, those fees and costs would be deemed allowed as an administrative expense and paid through the estate as an allowed claim pro rata with Priority Claims. All costs of collection, including attorneys' fees, post-petition costs and other contract charges that accrue under the mortgage that arise during the pendency of this case shall be claimed by the mortgage holder pursuant to the provisions of this section, and if not so claimed, may be waived upon completion of this Plan. Notwithstanding the foregoing, no separate written notice shall be required to be sent by

Mortgage Holder for those fees, costs, charges and expenses that are awarded or approved by the Bankruptcy Court order or by Debtor's written agreement.

**12. Entry of Orders Lifting Stay:** Upon entry of order lifting stay, no distributions shall be made to the secured creditor until such time as an amended deficiency claim is filed by such creditor.

**13. Secured Claims will be paid the value listed in the Plan or the value of the collateral listed in the proof of claim- whichever is less.**

**14. Disbursements under the Plan: If a creditor applies payments in a manner not consistent with the terms of the plan, or applies Trustee payments to post petition costs and fees without prior approval of the Bankruptcy Court, such actions may be a violation of 11 U.S.C. §524(i).**

**15. It is the Debtor's intent to provide for every claim** unless specifically stated otherwise. Unless the claim is set forth specifically in this Plan as a secured claim, the Debtor is purposely classifying the claim as unsecured and it will be treated as an unsecured claim despite a belief that it is a secured claim. Accordingly, the creditor must either timely object to confirmation of this Plan, or be deemed to have accepted this Plan's treatment of the Claim as provided herein.

**/s/Randall Brian Stiles**

**Date: 8/26/12**

**Randall Brian Stiles**

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